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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 JEAN-MARC BOUJU,

11 Plaintiff,

12 v.

13 THE PRUDENTIAL INSURANCE
14 COMPANY OF AMERICA,

Defendant.

Case No. 2:17-cv-01478-RSM

**STIPULATION AND ORDER
REGARDING STANDARD OF
REVIEW**

15 Plaintiff Jean-Marc Bouju (“Plaintiff”) and Defendant The Prudential Insurance
16 Company of America (“Prudential”) (collectively referred to as “the parties”), by and through
17 their respective attorneys, hereby stipulate as follows:

18 1. Plaintiff brings this lawsuit seeking long-term disability (“LTD”) benefits
19 pursuant to Section 502(a)(1)(B) of the Employee Retirement Income Security Act of 1974
20 (“ERISA”).

21 2. For purposes of this case only, the Court’s review of Prudential’s decisions to
22 terminate Plaintiff’s claim for LTD benefits and to uphold that termination decision on appeal
23 shall be de novo.

24 3. The parties’ agreement that the Court’s review in this case is de novo is based on
25 facts and circumstances unique to this case and the parties’ agreement to proceed with de novo
26 review shall have no effect on any other case, nor on Prudential’s right to argue that a different
27 standard of review applies in any other case.

1 4. The parties have jointly agreed to file this stipulation to avoid litigation of this
2 issue before the Court.

3 5. Under the de novo standard of review, the parties agree that no discovery shall be
4 conducted in this matter.

5 6. Prudential represents that it did not conduct, or attempt to conduct, surveillance
6 of Plaintiff as part of his claim for LTD benefits.

7 7. Prudential further represents that the plan documents that apply to Plaintiff's
8 claim for LTD benefits in this matter have been produced to Plaintiff's counsel and include The
9 Associated Press Health & Welfare Plan (PRU 077212-001808-000001 through 000057(c));
10 disability benefit summary (PRU 077212-001808-000058); the booklet-certificate for the Long
11 Term Disability Coverage for All Employees of The Associated Press who are covered by a
12 collective bargaining agreement between the Employer and News Media Guild plan (PRU
13 077212-001808-000059 through 000100); the Associated Press Group Contract (Group Contract
14 No. G-41539-NY) (PRU 077212-001808-000101 through 000111); and the amendment to the
15 Group Contract (PRU 077212-001808-002529 through 002532).

16 DATED: April 30, 2018

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17 THE WOOD LAW FIRM

 LANE POWELL PC

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3 *Attorneys for Defendant The Prudential Life*
4 *Insurance Company of America*

5
6 **ORDER**

7 IT IS SO ORDERED. The parties' stipulation is APPROVED.

8 DATED this 1 day of May 2018.

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12 RICARDO S. MARTINEZ
13 CHIEF UNITED STATES DISTRICT JUDGE
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